

# EXHIBIT B

**EXHIBIT B**

November 6, 2018

**Personally Delivered**

Giga Watt, Inc.

Attn: George Turner, Managing Director

1 Campbell Parkway,

East Wenatchee, WA 98802

Re: Notices of Giga Watt, Inc. ("Giga Watt") Default re: Leases with Giga Plex, LLC for 7890 Randolph Road, Moses Lake, WA 98837 ("Lease 1"), and for 9221 Tyndall Road, Moses Lake, WA 98837 ("Lease 2"), and Leases with MLDC 1, LLC for a portion of 7906 Randolph Road, Moses Lake, WA 98837 ("Lease 3"), and for the Datacenter located at 7906 Randolph Road, Moses Lake, WA 98837 ("Lease 4").

**NOTICES OF DEFAULT**

Please consider this letter the landlords' Notice of Default pursuant to the Leases set forth above, in accordance with Sections 3 and 22 of Leases 1-3, and in accordance with Section 15 of Lease 4.

A. Identification of Leases:

1. Giga Plex, LLC Lease for property located at 7890 Randolph Rd., Moses Lake, WA dated October 16, 2018 ("Lease 1")
2. Giga Plex, LLC Lease for property located at 9221 Tyndall Road, Moses Lake, WA dated October 16, 2018; ("Lease 2")
3. MLDC 1, LLC Lease for property located at 7906 Randolph Rd., Moses Lake, WA dated October 16, 2018. ("Lease 3")
4. MLDC 1, LLC Turn Key Datacenter Lease and License Agreement dated July 28, 2015, assumed by Giga Watt, Inc. effective January 1, 2016; ("Lease 4")

B. Summary of Rent Owed. Below is a summary table of the current payments that Giga Watt owes to Giga Plex and MLDC 1 for rent. In total, Giga Watt is past-due on rents totaling \$57,960.00.

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Notice of Default

**November 1st Rent / Land Leases**

		Rent Bill:	
Lease 4	11/1/2018	\$ 6,300.00	<--\$300 late fee added
Lease 3	11/1/2018	\$ 10,500.00	<--\$500 late fee added
Lease 2	11/1/2018	\$ 20,580.00	<--\$980 late fee added
Lease 1	11/1/2018	<u>\$ 20,580.00</u>	<--\$980 late fee added
		<b>\$57,960.00</b>	

C. Notice of Intention to Terminate Leases 1-3 for Non-Payment of Rent. Please note that the undersigned landlords intend to terminate Leases 1-3 on November 9, 2018 for non-payment of rent pursuant to Section 22(b)(1) of Leases 1-3.

D. Notice of Intention to Terminate Leases 4 for Non-Payment of Rent. Pursuant to the Lease 4, rent in the amount of \$6,000 was due on November 1, 2018, together with a 5% late payment fee, for a total of \$6,300 (Sections 3.1 and 3.4). Rent for November has not been paid and is in default. **Please consider this notice the three-day notice to pay the and rent pursuant to Section 15.1.1 of the Lease 4 by Friday, November 9, 2018.** If such payments are not made by November 9, 2018, this lease will be terminated pursuant to Section 15.2 and Section 1.1 of Exhibit D, MLDC 1, and the power to the property will be shut off.

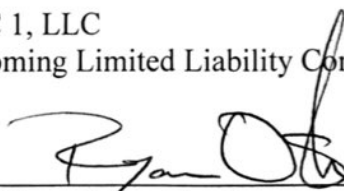
E. Request for Assurances. We intend to begin making preparations to terminate each of the above leases and initiate legal proceedings unless we receive immediate assurances that the above rents will be paid. We are certainly willing to sit down and attempt to work out solutions, but due to the significant dollar amounts past-due, we cannot afford to delay.

F. Payment of Attorney's Fees/Damages. In addition, the above rental amounts, we will be forced to engage counsel and pursue claims for attorney's fees under Lease 4 (Section 17.3), and to pursue damages for lost rent and costs incurred associated with the Giga Watt's defaults.

We look forward to resolving these payments as quickly as possible to ensure a continued good working relationship with Giga Watt.

Sincerely,

MLDC 1, LLC  
A Wyoming Limited Liability Company

By  \_\_\_\_\_  
Ryan Oster, Member  
Date 11/6/18

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